

1 BILL NO. S-84-11-05

2 SPECIAL ORDINANCE NO. S-147-84

3 AN ORDINANCE approving an Agreement  
4 for a Police Precinct Station at  
5 Southtown Mall Shopping Center,  
6 between the City of Fort Wayne,  
7 Indiana and Harold McComb & Son,  
8 in connection with the Board of  
9 Public Works and Safety.

10 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
11 THE CITY OF FORT WAYNE, INDIANA:

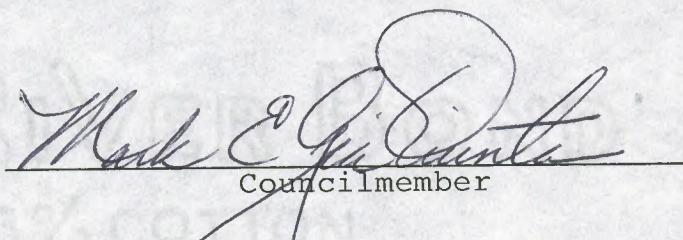
12 SECTION 1. That the annexed Agreement, made a part  
13 hereof, by the City of Fort Wayne by and through its Board of  
14 Public Works and Safety and Harold McComb & Son, is hereby rati-  
15 fied, and affirmed and approved in all respects. The work under  
16 said Agreement requires:

17 for the construction of a Police  
18 Precinct Station at Southtown  
19 Mall Shopping Center, Fort Wayne,  
20 Indiana;

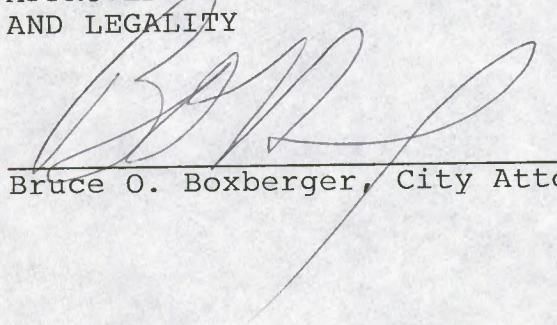
21 the Agreement price is Fourteen Thousand Seven Hundred Eighty-  
22 Seven and No/100 Dollars (\$14,787.00).

23 SECTION 2. Prior Approval was received from Common  
24 Council with respect to this Agreement on October 24, 1984. Two  
25 (2) copies of the Agreement attached hereto are on file with the  
26 City Clerk and are available for public inspection.

27 SECTION 3. That this Ordinance shall be in full force  
28 and effect from and after its passage and any and all necessary  
29 approval by the Mayor.

30   
31 Councilmember

32 APPROVED AS TO FORM  
33 AND LEGALITY

34   
35 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by GiaQuinta, seconded by Peddle, and duly adopted, read the second time by title and referred to the Committee Servance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on 11-13-84, the 19 day of November, o'clock 11:00 A.M., E.S.T.

DATE: 11-13-84

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by GiaQuinta, seconded by Stevie, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>BRADBURY</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>BURNS</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>EISBART</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>GiaQUINTA</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>HENRY</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>REDD</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>SCHMIDT</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>STIER</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>TALARICO</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>

DATE: 11-27-84

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. J-147-84  
on the 27th day of November, 1984,

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Bay-A-E-Bart  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 28th day of November, 1984,  
at the hour of 11:30 o'clock A. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of November,  
1984, at the hour of 11:00 o'clock A. M., E.S.T.

Win Moses Jr.  
WIN MOSES, JR., MAYOR

74-130-16  
10-24-84

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

## Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a  
**STIPULATED SUM**

### 1977 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH  
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

Use only with the 1976 Edition of AIA Document A201, General Conditions of the Contract for Construction.

This document has been approved and endorsed by The Associated General Contractors of America.

#### AGREEMENT

made as of the  
Hundred and

day of

in the year of Nineteen

BETWEEN the Owner: Board of Public Works and Safety of the  
City of Fort Wayne, Indiana  
One Main Street, City-County Building  
Fort Wayne, Indiana 46802  
and the Contractor: Harold McComb and Son, Inc.  
2610 Pennsylvania Street  
Fort Wayne, Indiana 46803

The Project: A Police Precinct Station at Southtown Mall Shopping Center,  
Fort Wayne, Indiana.

The Architect: Grinsfelder Associates Architects, Inc.  
903 West Berry Street  
Fort Wayne, Indiana 46804

The Owner and the Contractor agree as set forth below.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, © 1977 by the American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

**ARTICLE 1**  
**THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

**ARTICLE 2**  
**THE WORK**

The Contractor shall perform all the Work required by the Contract Documents for  
*(Here insert the caption descriptive of the Work as used on other Contract Documents.)*

A Police Precinct Station at Southtown Mall Shopping Center, Fort Wayne, Indiana.

**ARTICLE 3**  
**TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

The Work to be performed under this Contract shall be commenced when given written notice to proceed.  
and, subject to authorized adjustments, Substantial Completion shall be achieved not later than 30 days.

*(Here insert any special provisions for liquidated damages relating to failure to complete on time.)*

**ARTICLE 4**  
**CONTRACT SUM**

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of fourteen thousand seven hundred eighty-seven and no hundredths dollars (\$14,787.00).

The Contract Sum is determined as follows:

*(State here the base bid or other lump sum amount, accepted alternates, and unit prices, as applicable.)*

**Principal Bid \$14,787.00**

**ARTICLE 5**  
**PROGRESS PAYMENTS**

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

Not later than fifteen (15) days following the end of the period covered by the Application for Payment ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety-five percent (95%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site ~~XXXXXX~~ for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

*(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)*

~~Interest on unpaid balance of the Contract Sum will be charged at the rate of six percent (6%) per annum.~~  
*(Here insert any rate of interest agreed upon.)*

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosures or waivers.)*

## ARTICLE 6

### FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

## ARTICLE 7

### MISCELLANEOUS PROVISIONS

**7.1** Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

**7.2** The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

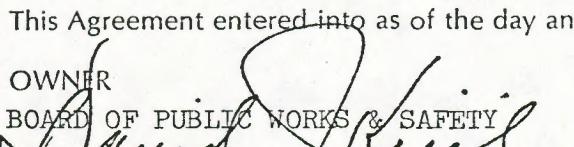
(List below the Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, and any Addenda and accepted alternates, showing page or sheet numbers in all cases and dates where applicable.)

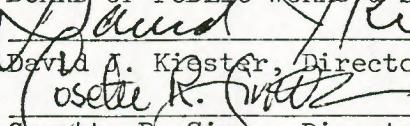
1. Drawing 1 of 1, dated September 4, 1984 and titled "A Police Precinct Station at Southtown Mall Shopping Center" showing Floor Plan, Finish Schedule, Door Schedule, Details and Notes as prepared by Grinsfelder Associates Architects, Inc.
2. Insurance Affidavit.

This Agreement entered into as of the day and year first written above.

OWNER

BOARD OF PUBLIC WORKS & SAFETY

  
David A. Kiester, Director Public Works

  
Casette R. Simon

Casette R. Simon, Director Adminn.&Finance

Lawrence D. Consalua, Director Public  
Safety  
V.O.S.

CONTRACTOR

---

Alan McComb, President  
Harold McComb and Son, Inc.

---

2610 Pennsylvania Street

Fort Wayne, Indiana 46803

BILL NO. S-84-11-05

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN  
ORDINANCE approving an Agreement for a Police Precinct Station at  
Southtown Mall Shopping Center, between the City of Fort Wayne,  
Indiana and Harold McComb & Son, in connection with the Board of  
Public Works and Safety

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

MARK E. GIAOINTA, CHAIRMAN

Mark E. Giaointa

JAMES S. STIER, VICE CHAIRMAN

James S. Stier

JANET G. BRADBURY

Janet G. Bradbury

THOMAS C. HENRY

Thomas C. Henry

DONALD J. SCHMIDT

Donald J. Schmidt

CONCURRED IN  
SANDRA E. KENNEDY, CITY CLERK

11-27-84

TITLE OF ORDINANCE Agreement for Police Precinct Station at Southtown Mall Shopping Center

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

*1-84-11-05*

SYNOPSIS OF ORDINANCE This Agreement for Police Precinct Station at Southtown Mall

Shopping Center is between the City and the Contractor Harold McComb & Son Inc.

for the construction of a Police Precinct Station at Southtown Mall Shopping

Center, Fort Wayne, Indiana.

PRIOR APPROVAL RECEIVED OCT. 24, 1984

EFFECT OF PASSAGE \_\_\_\_\_

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$14,787.00

ASSIGNED TO COMMITTEE \_\_\_\_\_